

CITY OF COLUMBUS, INDIANA  
**REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ)**  
**PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES**

August 7, 2015

**Introduction**

The U.S. Environmental Protection Agency (USEPA) has awarded the City of Columbus, Indiana (the “City”) a USPEA Brownfield Assessment Grant in the sum of \$400,000 to support redevelopment of brownfields impacted by petroleum and hazardous substances. The City is requesting proposals from qualified environmental engineering/consulting firms to assist the City with implementation of the grant funded environmental assessments.

The City of Columbus reserves the right to waive any information or minor defects in the RFQ or the RFQ responses/procedure, or reject any and all responses, or accept any submittal that is most responsive and responsible as exclusively determined by the City. Any response may be withdrawn by the respondent prior to the scheduled time for the opening of the response or authorized postponement thereof. No respondent may withdraw a submittal within 60 days after the actual date of opening thereof.

Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the respondent.

Proof of acceptable insurance in accordance with the requirements outlined in this RFQ shall accompany the response. No bid bond, payment bond or performance bond is required for this contract. Submission of a signed submittal by the respondent constitutes acknowledgement of and acceptance of all documents and terms and conditions of this RFQ and the EPA Cooperative Agreement.

**Project Overview**

The City has been awarded \$400,000 in grant funding from the USEPA for assessment of sites affected by petroleum and/or hazardous materials in Columbus, Indiana. Budgeted funds allocated as “contractual” will be the responsibility of the respondent. The City will use grant funds to complete the following tasks:

**Task 1: Program Management & Training Support** – The City and its Consultant will need to call, meet, and correspond with US EPA staff to manage the grant’s cooperative agreement.

**Task 2: Brownfields Inventory & Prioritization** – The City of Columbus will use the funds allocated in this task to update their respective Brownfield Inventories. Eligibility determinations for hazardous substances sites will be made through the EPA Project Manager, and eligibility determinations for petroleum sites will be made through the State of Indiana Brownfield Program (IBP). All Task 2 funds are allocated as contractual and will be completed by the selected environmental consultant.

**Task 3: Phase I Environmental Site Assessments (ESAs)** – The City will contract Phase I Environmental Site Assessment (ESA) activities on key sites in Columbus. All Phase I ESAs will be conducted in accordance with the ASTM standard for Phase I ESAs (E1527-13) and the All Appropriate Inquiry (AAI) rule. An estimated 7-10 Phase I ESAs on hazardous substance impacted sites and 7-10 Phase I ESAs on petroleum impacted sites.

**Task 4: QAPP/Phase II ESAs /Site Investigations/Geophysical Surveys** – The City of Columbus will contract for approved work plans, field activities, and reports, which will be reviewed by EPA and the Indiana Brownfields Program or the IDEM Voluntary Remediation Program staff consistent with the IDEM Remediation Closure Guide (RCG), as appropriate. These activities may include geophysical surveys to locate buried tanks, initial Phase II ESAs, and delineation of soil and ground water contamination. An

estimated 4-6 Phase II ESAs on hazardous substance impacted sites and 4-6 Phase II ESAs on petroleum impacted sites.

**Task 5: Clean-up Planning** – The City of Columbus will commit funds from this task to complete Analysis of Brownfield Cleanup Alternatives and Remedial Action Plans (RAPs) associated with sites assessed and ready for remediation. In the evaluation of remedial alternatives, the selected environmental consultant will review known contamination (sources and extents) based on Phase II ESA data and evaluate potential exposure pathways based on the potential future use(s) of the site. This information will be used to establish the cleanup goals for the proposed remediation. RAPs will include a feasibility analysis that includes alternatives designed to meet the project objectives. Each alternative will be evaluated for effectiveness, feasibility to implement, and cost. The cleanup method selected will be based on this analysis. Cleanup planning will include an evaluation of potential remedial techniques, determination of appropriate cleanup goals, identification of probable costs and planning and application for additional funding. Additionally, funds from this task will be used to obtain Site Status Letters and Comfort Letters from the Indiana Brownfield Program to provide site closure and comfort to prospective brownfield property purchasers. An estimated 3-5 RAPs and ABCAs will be completed.

**Task 6: Community Outreach & Involvement** – Involvement of key stakeholders and the general public is integral for a successful brownfield redevelopment program. The City of Columbus will use the funds allocated in this task to facilitate community outreach and involvement. The selected environmental consultant will work with the City to develop outreach materials to be used as a tool to educate stakeholders on the benefits of the grant and how it can be used as a tool to increase development and economic growth. The associated costs will fund coordinating/conducting community outreach programs and meetings as well as the costs to prepare, print and mail project and site information and marketing documents. These activities will provide information and take input on the plans and progress of brownfield investigation and cleanup planning activities to the general public as well as marketing sites for future development. An initial public meeting will be held in the first four months of the grant period to gain public input on properties which may need to be added to the inventory. Public comments will also be used to prioritize the inventoried sites. The City's redevelopment plans may be updated based on the findings of the revised inventory which outlines priority ranking criteria, cleanup options and strategies, and end-use options for those brownfield sites. Columbus will hold a minimum of 6 public meetings throughout the grant period to update the community on the brownfield assessment progress and to seek public input and involvement. The selected environmental consultant will be expected to provide technical expertise and education in community involvement activities.

A detailed budget for the work to be performed is presented on the following page. The selected consultant shall be responsible for the work budgeted and listed as "Contractual".

HAZARDOUS SUBSTANCES							
Budget Categories (programmatic costs only)	Task 1 Program Management & Training Support	Task 2 Brownfields Inventory & Prioritization	Task 3 Phase I ESAs	Task 4 Phase II ESAs	Task 5 Clean-up Planning & Health Monitoring	Task 6 Community Outreach & Involvement	Budget Category Total
Personnel							
Fringe Benefits							
Travel	\$1,500						\$1,500
Equipment							
Supplies						\$500	\$500
Contractual*	\$2,000	\$5,000	\$25,000	\$151,500	\$12,000	\$2,500	\$198,000
<b>Total (Haz)</b>	<b>\$3,500</b>	<b>\$5,000</b>	<b>\$25,000</b>	<b>\$151,500</b>	<b>\$12,000</b>	<b>\$3,000</b>	<b>\$200,000</b>
PETROLEUM PRODUCTS							
Budget Categories (programmatic costs only)	Task 1 Program Management & Training Support	Task 2 Brownfields Inventory & Prioritization	Task 3 Phase I ESAs	Task 4 Phase II ESAs	Task 5 Clean-up Planning & Health Monitoring	Task 6 Community Outreach & Involvement	Budget Category Total
Personnel							
Fringe Benefits							
Travel	\$1,500						\$1,500
Equipment							
Supplies						\$500	\$500
Contractual*	\$2,000	\$5,000	\$25,000	\$151,500	\$12,000	\$2,500	\$198,000
<b>Total (Pet)</b>	<b>\$3,500</b>	<b>\$5,000</b>	<b>\$25,000</b>	<b>\$151,500</b>	<b>\$12,000</b>	<b>\$3,000</b>	<b>\$200,000</b>

### Submission Requirements

Qualifying firms with a strong background in environmental assessments and brownfield redevelopment activities should submit three (3) copies of their proposal package and one electronic copy on CD, containing the information outlined below. Proposals are not limited in length and shall be enclosed in one or more sealed envelopes, labeled "Environmental Services for the City of Columbus, EPA Assessment Grant". All proposals shall be addressed and delivered to:

Columbus Clerk/Treasurer's Office  
 "Environmental Engineering Services for the City of Columbus, EPA Assessment Grant"  
 123 Washington Street  
 Columbus, Indiana 47201.

Your sealed proposals are due at the above office on or before August 18, 2015 at 10:00 AM (local time). Late responses to this RFQ will not be accepted.

Also, please note the following:

- ✓ The City of Columbus will not be held responsible for the mishandled, late, or lost qualification packages. Email and Facsimile qualifications will NOT be considered unless otherwise authorized.

- ✓ Questions related to this RFQ should be directed to Mr. Carl E. Malysz at [cmalysz@columbus.in.gov](mailto:cmalysz@columbus.in.gov). All questions posed by consultants will be compiled and responses will be sent back to all parties that have posed questions. Questions must be submitted on or before August 4, 2015. Questions received after this date will not be answered. Those that have not posed questions, but wish to receive the question and answer information should contact Mr. Malysz via email.
- ✓ Respondent shall certify that to the best of its knowledge, all information provided in the response is accurate and complete. Any misrepresentation by a Respondent may result in disqualification.

### **Submission Content**

Please submit the following information with your proposal package:

1. Firm name, address and phone number, and a brief description of the firm.
2. Name, job title, email, and phone number of primary contact person.
3. Description of the proposed project including detailed Scope of Work and description of how the allotted grant funds will be fully utilized.
4. Experience and demonstrated success working with the City of Columbus to obtain external funding sources for brownfield investigation / remediation such as EPA grants. If no experience with the City, please indicate experience and demonstrated success assisting other Indiana communities.
5. Experience and demonstrated success in working with the City of Columbus on long term brownfield redevelopment including planning, investigations, and remediation. If no experience with the City, please indicate experience with other Indiana communities.
6. Proposed staff for the work, including designation of Project Manager. Attach resumes of key staff. Limit to no more than five (5) staff.
7. The names of at least three Indiana local governmental units for whom your firm has provided similar services within the past five years.
8. Current fee schedule for your firm. Specify key personnel for fee schedule unit rates.
9. Proof of current insurance meeting insurance requirements. Contractor shall maintain and provide current proof of the following insurance:
  - a. Worker's compensation and Disability: Statutory requirements;
  - b. Employer's Liability - \$500,000 each accident
  - c. Commercial General Liability – General Aggregate - \$1,000,000
  - d. Comprehensive Automobile - \$1,000,000
  - e. Excess/Umbrella Liability - \$1,000,000
  - f. Errors and Omissions Professional Liability - \$1,000,000
  - g. Contractor's Pollution Liability insurance - \$2,000,000

### **Terms and Conditions**

1. The City shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any other matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.
2. Interviews with some consultants may be scheduled at the sole discretion of the City of Columbus. The City reserves the right to select or not select, in its sole discretion, based on its assessment of each firm's strengths and qualifications and the objective of best meeting the needs of the EPA Grant project and the City's redevelopment goals.
3. By submitting a response to the RFQ, each Respondent waives all rights to protest, or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
4. The Respondent shall keep the City free and harmless from the payment of any and all damages, costs, expenses, royalties, patent fees, attorney's fees, or any sum of money whatsoever, by reason

- of any actions, claims, demands or proceedings, arising out of any infringement or alleged infringement, or use of any patented device, article, system or arrangement that may be used by the Contractor in the execution of his work. The Respondent will be required to indemnify and save harmless the City from all claims or actions of any kind or description brought against the City for or on account of any injuries or damages received or sustained by any persons or any neglect in guarding the same or in any improper materials used, or by or on account of any act of commission or omission of the Contractor or his agents or employees.
5. The City will not assume any responsibility or liability for any expenses incurred by a Respondent, or prospective Respondent, in connection with the preparation or delivery of a response, requested interview, or any action related to the process of completing and submitting a response to this RFQ.

**Federal Requirements: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain revisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**Proposal Evaluation Form**

**“PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES”  
City of Columbus, Indiana**

**Name of Individual/Firm:** \_\_\_\_\_

**Name of Evaluator:** \_\_\_\_\_

**Date of Evaluation:** \_\_\_\_\_

**Criteria**

**Rating**

- |  |       |
|--|-------|
| 1. Experience and demonstrated success working with the City of Columbus, Indiana to obtain external funding sources for brownfield investigation/remediation, including USEPA grants, as well an experience and demonstrated success in working with the City of Columbus on long-term brownfield redevelopment.  | _____ |
| 2. Experience and demonstrated success working with other Indiana communities to Obtain external funding sources for brownfield investigation/remediation, including USEPA grants, as well an experience and demonstrated success in working with other Indiana communities on long-term brownfield redevelopment. | _____ |
| 3. Quality of Professional References.   | _____ |
| 4. Qualifications of key personnel.  | _____ |
| 5. Demonstrated ability to provide the full range of services necessary to assure the accurate, complete and timely execution of all aspects of the project.   | _____ |
| 6. Capacity of the organization to perform the work within time limitations, taking Into consideration the current planned workload of the firm.   | _____ |
| 7. The reasonableness of the proposed fee schedule for the specified environmental engineering services.   | _____ |
| 8. Overall quality and completeness of the submitted Statement of Qualifications.  | _____ |

Total Score: \_\_\_\_\_

**Rating: 1=Poor, 2=Fair, 3=Good, 4=Excellent, 5=Superior**

**Note: Evaluator may rate criteria in increments of “.5” of a point.**